

TFC Contract No. 18-106-000

Atkins North America, Inc.

Amendment No. 2

RFQ No. 303-6-01069

Project Nos. 16-011-5550, 18-012-5420, 18-013-5551

**AMENDMENT NO. 2  
TO THE  
PROFESSIONAL ARCHITECTURAL/ENGINEERING SERVICES  
AGREEMENT  
BETWEEN  
THE TEXAS FACILITIES COMMISSION  
AND  
ATKINS NORTH AMERICA, INC.**

**This Amendment No. 2** to the Professional Architectural/Engineering Services Agreement (hereinafter referred to as “Amendment No. 2”) is entered into by and between the Texas Facilities Commission (hereinafter referred to as “TFC”), a state agency located at 1711 San Jacinto Boulevard, Austin, Texas 78701, as Owner (as defined in UGC, Section 1.28), and Atkins North America, Inc. (hereinafter referred to as “A/E”), located at 11801 Domain Boulevard, Suite 500, Austin, Texas 78758 (hereinafter referred to collectively as the “parties”), to amend the original Professional Services Agreement between the Parties, as amended.

**RECITALS**

WHEREAS, on September 21, 2017, the parties entered into that one certain *Professional Services Agreement Architectural/Engineering Services Agreement Between the Texas Facilities Commission and Atkins North America, Inc.* (hereinafter referred to as the “Agreement”); and

WHEREAS, on May 14, 2018, the parties entered into Amendment No. 1 to the Agreement; and

WHEREAS, the parties now desire to enter into Amendment No. 2 for the purpose of providing for Additional Services and Fees as more particularly described below; and

WHEREAS, subject to Contract Section 11.28, Entire Agreement and Modification, such modification may only be effected by a written amendment to the Contract; and

WHEREAS, the Texas Legislature in the 85<sup>th</sup> Regular Legislative Session, enacted Senate Bill 252 effective September 1, 2017, relating to prohibiting governmental contracts with a company doing business with Iran, Sudan, or a foreign terrorist organization; and

WHEREAS, the parties desire to amend certain terms to their mutual benefit to reflect the changed circumstances;

NOW THEREFORE, the Parties hereby agree as follows:

1. The parties hereby agree to modify ARTICLE II – SCOPE OF SERVICES, SECTION 2.1 – SCOPE OF SERVICES reflecting Additional Services to be provided. Services shall include but are not limited to: (i) construction administration to design and replace eight (8) failing Data Center Computer Room Air Conditioner units with new Computer Room Air Handler units and replace

two (2) water-cooled units; and (ii) provide Phase 2 design and construction administration services deferred maintenance at the Dr. Bob Glaze Laboratory and associated buildings located in Austin, Texas; and (iii) provide Phase 2 design and construction administration services to replace outside air handlers unit number P-1 in the Penthouse of the Brown Heatly Building (hereinafter referred to as "BHB"); and (iv) credit the sum of Five Hundred Fourteen Thousand Six Hundred Forty-Four Dollars and No/100 (\$514,644.00) for removing original Phase 1 design scope for the BHB, all as further described in A/E's proposals dated May 13, 2018, May 21, 2018, May 24, 2018, and May 29, 2018, attached hereto and by this reference incorporated herein for all purposes and collectively referred to as "Exhibit A-2."

2. The parties hereby agree to modify ARTICLE IV – CONSIDERATION, SECTION 4.1 – FIXED FEE, by reflecting additional compensation to the A/E for the Additional Services to be provided under this Amendment No. 2 in the amount of Seven Hundred Nine Thousand Five Hundred Fifty and No/100 Dollars (\$709,550.00), thus increasing the total not to exceed amount from One Million One Hundred Seventy Thousand Four Hundred Ninety-Nine and No/100 Dollars (\$1,170,499.00), to a total not to exceed amount of One Million Eight Hundred Eighty Thousand Forty-Nine and No/100 Dollars (\$1,880,049.00). Any Professional Services performed or delivered by A/E prior to the Effective Date of this Amendment No. 2 or after its termination cannot be compensated.

3. The parties hereby agree to modify ARTICLE VI – WARRANTIES AND REPRESENTATIONS BY A/E, by adding Section 6.1.16, Prohibition Against Contracting With Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organizations, as follows:

**"6.1.16 PROHIBITION AGAINST CONTRACTING WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATIONS.** In accordance with Section 2251.152 of the Texas Government Code, TFC is prohibited from entering into a governmental contract (as defined in Texas Government Code Section 2252.151(3)) with a company that is identified on a list prepared and maintained under Texas Government Code Section 806.051, 807.051, or 2252.153. If contractor is on the above-referenced list the Contract will be considered void or voidable and TFC will not be responsible to pay Contractor for any work performed."

3. Unless provided otherwise herein, all terms and phrases in initial caps herein shall have the same meaning as the terms and phrases with initials caps in the Agreement, as amended, as applicable.

4. All other terms and conditions of the Agreement not otherwise specifically amended hereby shall remain in full force and effect.

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TFC Contract No. 18-106-000

Atkins North America, Inc.

Amendment No. 2

RFQ No. 303-6-01069

Project Nos. 16-011-5550, 18-012-5420, 18-013-5551

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Amendment No. 1 to this Agreement to be effective as of the date of the last party to sign.

**TEXAS FACILITIES COMMISSION**

By: DocuSigned by:  
JOHN RAFF  
C29F7F24A756477...

John S. Raff

Interim Executive Director

Date of execution: 07/23/2018 | 9:00 AM CDT

G.C. NRG

Dir. JN

D.E.D. in

**ATKINS NORTH AMERICA, INC.**

By: DocuSigned by:  
Paul Demit  
C7515BE624F747A...

Print Name: Paul Demit

Print Title: Senior Vice President

Date of execution: 07/21/2018 | 9:53 PM CDT

TFC Contract No. 18-106-000

Atkins North America, Inc.

Amendment No. 2

RFQ No. 303-6-01069

Project Nos. 16-011-5550, 18-012-5420, 18-013-5551

## **Exhibit A-2**

**A/E's Proposals Dated May 13, 2018, May 21, 2018, May 24, 2018, and May 29, 2018**





**Atkins North America, Inc.**  
11801 Domain Boulevard, Suite 450 and 500  
Austin, Texas 78758

**Telephone: +1.512.327.6840**  
**Fax: +1.512.327.2453**

**[www.atkinsglobal.com/northamerica](http://www.atkinsglobal.com/northamerica)**

May 13, 2018

Kevin Sandberg  
1711 San Jacinto  
Austin, Texas 78701

Re: TFC Contract 18-106-0000  
Deferred Maintenance Projects in 10 HHSC Buildings Phase 2  
Add Service 2 Fee Proposal  
Disaster Recovery Operations Center (DROC)

Mr. Sandberg,

Atkins is currently providing prime professional services for production of design and construction documents, procurement assistance, and construction administration at five HHSC buildings in Austin, Texas. At the Disaster Recovery Operations Center (DROC), our Task D Backup Cooling project is underway.

At the kickoff meeting held onsite on November 11, 2017, Dan Simms with TFC discussed failures of some of the (8) existing Computer Room Air Conditioner (CRAC) units serving the Data Center. He felt that the failures of the CRAC equipment would continue, with the potential for activation of the Data Centers' Sapphire System of fire extinguishment. TFC Project Manager Kevin Sandberg directed that the replacement of these units be added to the project scope. It was agreed that the original design scope for stand-alone backup cooling would continue, and replacement of the CRACs would be authorized, developed and implemented as new scope in a phase 2.

A schematic submittal illustrating the originally proposed design for (2) 80-ton DX units and (4) large ducted wall penetrations was made on April 6, 2018. Development of the air delivery and distribution pieces of this concept revealed significant constructability issues with the constraints of the Data Center layout. During review at the team meeting of April 17, 2018, the design concept was significantly revised to one that more effectively addressed the range of cooling problems: The (2) 80-ton DX cooling units will be replaced with (3) 110-ton chillers in an N+1 configured chilled water system to serve (8) new interior Computer Room Air Handlers (CRAHs) and the (2) currently water-cooled units serving the UPS Room. The N+1 configuration provides the needed redundancy – meeting the original goal of this project - and the change to a chilled water system allows installation of the more-efficient CRAHs as replacement for the CRACs. Further, the revised concept will be considerably less problematic to construct. Existing cooling towers will be abandoned in place for future disposition.

The replacement of the CRACs with CRAHs, the replacement of units serving the UPS Room, the increase in foundation size and capacity to accommodate three chillers, and the addition of a pump house represent additional scope, and will require an adjustment in the current compensation for design and construction administration. A cost breakdown is provided for your consideration. It is presumed we will develop this as Amendment 2 to our ongoing contract.

## **SCOPE ADDITIONS**

Refer to the attached proposals from consultants H2MG LLC and Jaster-Quintanilla LLP for full description of the engineering services to be provided.



**Atkins North America, Inc.**  
11801 Domain Boulevard, Suite 450 and 500  
Austin, Texas 78758

**Telephone: +1.512.327.6840**  
**Fax: +1.512.327.2453**

**[www.atkinsglobal.com/northamerica](http://www.atkinsglobal.com/northamerica)**

## **SCHEDULE**

The additional deliverables will be provided concurrent with the ongoing project schedule.

## **COMPENSATION**

We propose to provide this work as an amendment to our contract for **\$ 118,039.00**

We hope that you find our proposal acceptable. We look forward to continuing this project and our successful relationship.

Sincerely,

A handwritten signature in red ink that reads "Dale Austin".

Dale Austin, AIA, CDT  
Group Manager

512 372 1243

[Dale.austin@atkinsglobal.com](mailto:Dale.austin@atkinsglobal.com)

Attachments: Proposal Cost Breakdown  
H2MG proposal dated May 11, 2018  
JQ proposal dated May 7, 2018

Copy: Steve Moller

**Cost Proposal - By Task**

Ten HHSC Office Buildings Phase 2  
Texas Facilities Commission  
18-106-0000 Mod. 2

Submittal Date: May 10 2018

Task ID	Description	Price
01000	Internal Project Administration	6,824.40
02000	Pay Applications and Closeout	8,873.48
03000	DROC Production	79,365.61
04000	DROC Construction Administration	22,975.08
Total Extended Price		\$118,038.57

Task#	Description	Labor	Subcontract & Consultants	Equipment	Travel	ODCs	Award/Fixed Fee	Total Price
01000	Internal Project Administration	6,824.40	-	-	-	-	-	6,824.40
02000	Pay Applications and Closeout	8,860.68	-	-	-	12.80	-	8,873.48
03000	DROC Production	7,549.34	71,673.00	-	-	143.27	-	79,365.61
04000	DROC Construction Administration	6,238.08	16,737.00	-	-	-	-	22,975.08
	<b>Total</b>	<b>29,472.50</b>	<b>88,410.00</b>	<b>-</b>	<b>-</b>	<b>156.07</b>	<b>-</b>	<b>118,038.57</b>
						<b>Total Extended Price</b>		<b>118,038.57</b>


**ATKINS**

Member of the SNC Lavalin Group

**Cost Proposal - Detail**

Ten HHSC Office Buildings Phase 2

Texas Facilities Commission

18-106-0000 Mod. 2

Submittal Date: May 10 2018

Task#	Resource Category	Description	O/H Pool	Rate	Unit	Qty	Extended Price
<b>01000</b>	<b>Internal Project Administration</b>						
	<b>Labor</b>						
		Sr Architect IV	Home	194.14	Hr	12.0	2,329.68
		Sr Architect III	Home	178.23	Hr	12.0	2,138.76
		Project Director	Home	217.48	Hr	1.0	217.48
		Project Manager	Home	178.20	Hr	10.0	1,782.00
		Sr Project Assistant	Home	89.12	Hr	4.0	356.48
		<b>Labor Total</b>				<b>39</b>	<b>6,824.40</b>
<b>01000</b>	<b>Internal Project Administration Total</b>						<b>6,824.40</b>
<b>02000</b>	<b>Pay Applications and Closeout</b>						
	<b>Labor</b>						
		Sr Architect IV	Home	194.14	Hr	8.0	1,553.12
		Sr Architect III	Home	178.23	Hr	28.0	4,990.44
		Architect I	Home	89.12	Hr	24.0	2,138.88
		Sr Project Assistant	Home	89.12	Hr	2.0	178.24
		<b>Labor Total</b>				<b>62</b>	<b>8,860.68</b>
		<b>ODCs</b>				<b>2.0</b>	<b>12.80</b>
		Parking		6.4	-	2.0	12.80
		<b>Subcontract and Expenses Total</b>					<b>12.80</b>
<b>02000</b>	<b>Pay Applications and Closeout Total</b>						<b>8,873.48</b>
<b>03000</b>	<b>DROC Production</b>						
	<b>Labor</b>						
		Sr Architect IV	Home	194.14	Hr	4.0	776.56
		Sr Architect III	Home	178.23	Hr	34.0	6,059.82
		Architect I	Home	89.12	Hr	4.0	356.48
		Sr Project Assistant	Home	89.12	Hr	4.0	356.48




**ATKINS**

Member of the SNC Lavalin Group

**Cost Proposal - Detail**

Ten HHSC Office Buildings Phase 2

Texas Facilities Commission

18-106-0000 Mod. 2

Submittal Date: May 10 2018

Task#	Resource Category	Description	O/H Pool	Rate	Unit	Qty	Extended Price
	<b>Labor Total</b>					<b>46</b>	<b>7,549.34</b>
	<b>ODCs</b>						<b>143.27</b>
		Mileage		0.5	-	17.0	9.27
		Copies & Prints		35.0	-	1.0	35.00
		Copies & Prints		99.0	-	1.0	99.00
	<b>Subcontract &amp; Consultants</b>						<b>71,673.00</b>
		H2MG		1.05	-	63,760.0	66,948.00
		JQ		1.05	-	4,500.0	4,725.00
	<b>Subcontract and Expenses Total</b>						<b>71,816.27</b>
<b>03000</b>	<b>DROC Production Total</b>						<b>79,365.61</b>
<b>04000</b>	<b>DROC Construction Administration</b>						
	<b>Labor</b>						
		Sr Architect III	Home	178.23	Hr	32.0	5,703.36
		Sr Project Assistant	Home	89.12	Hr	6.0	534.72
	<b>Labor Total</b>					<b>38</b>	<b>6,238.08</b>
	<b>Subcontract &amp; Consultants</b>						<b>16,737.00</b>
		H2MG		1.05	-	13,440.0	14,112.00
		JQ		1.05	-	2,500.0	2,625.00
	<b>Subcontract and Expenses Total</b>						<b>16,737.00</b>
<b>04000</b>	<b>DROC Construction Administration Total</b>						<b>22,975.08</b>
	<b>Total Extended Price</b>						<b>118,038.57</b>



8000 W. IH 10, Suite 1002  
San Antonio, Texas 78230-4449  
(210) 298-3379  
FAX (210) 478-9055

March 24, 2018 (Revised 5-11-2018)

Steve Moller, AIA  
Project Manager, Architecture  
ATKINS  
11801 Domain Blvd. Suite 500  
Austin, Texas 78758

**Re: DROC CRAC & UPS AHU's Additional Services**

Dear Steve,

**GENERAL**

HMG will perform engineering services and construction administration services generally described as providing design for the demolition of the existing CRAC units and then replace them with new chilled water CRAC units. In addition, the demolition of the existing AHU's in the UPS room and replace them with chilled water AHU's at the Austin based The Disaster Recovery Building (DROC).

**SCOPE**

The following are the goals of the investigation and design:

1. Demo eight (8) existing water-cooled computer room air conditioning (CRAC) Units.
2. Replace with eight (8) new chilled water CRAC units.
3. Demo two (2) existing water-cooled AHU's in the UPS room.
4. Replace with two (2) chilled water AHU's
5. All drawing packages will be developed in AUTO CADD format.

**DELIVERABLES**

We will add this scope to the deliverables as described for DROC in our original proposal dated 07-21-17 (Revised 08-03-17).

**STAFFING** (Major Roles)

**Principal Engineer: William E Harris Jr, P.E.**

I will be the engineer of record for mechanical and plumbing. My role will be to oversee ongoing mechanical and plumbing design work and then to review. I will not participate in Construction Administration other than to perhaps to answer questions.

**Electrical Engineer: Ernesto Lopez Del Castillo, Jr., P.E.**

Ernesto will be the engineer of record for electrical. Ernesto's role will be to oversee ongoing electrical design work and then to review. He will not participate in Construction

Administration other than to perhaps to answer questions.

**Project Manager: Thomas Irwin – Project manager**

Tom will be acting as the project manager for this project from beginning to end. Tom will be intimately involved in all aspects of the field work, design, construction administration attending meetings, reviewing pay apps, RFI's, ETC, and finally as built drawings and close out. Tom will also be the lead mechanical designer and will report to Bill Harris concerning mechanical design.

**Mechanical Designer: Blaine Butler – Engineer In Training**

Blaine will contribute to the mechanical design.

**Mechanical Designer: Bret Rinehart – Mechanical Designer**

Bret will contribute to the mechanical design and will participate in CA.

**Electrical Designer: Ted Eikenberry – Senior Electrical Designer**

Ted will contribute to the electrical design and will participate in CA.

**Electrical Designer: Zak Vacula – Electrical Designer**

Zak will contribute to the electrical design.

**Plumbing Designer: George Bocanegra – Senior Plumbing Designer**

George will be responsible for all plumbing design and will report to Bill Harris concerning plumbing design.

**Administrative Assistant: Anissa Anderson – Specification Editor**

Anissa will be the lead specifications editor and will assist the project manager on assembling all specifications and any other paperwork required for all deliverable packages.

**Administrative Assistant: Dana Arnold – Construction Administration Coordinator**

Dana will be the assistant who all CA items shall pass thru for H2MG and will assist the project manager on all aspects of construction administration.

**Sr. CADD Operator: James Patterson – CADD/Revit Manager**

James's role will be to set up the drawings in the beginning oversee and supervise the CADD drawings for accuracy, and then producing the documents and sending them out. He will participate in CA when required.

**CONSTRUCTION ADMINISTRATION SERVICES**

We will provide the additional construction administration services for the CRAC Units as described in our original proposal dated 07-21-17 (Revised 08-03-17).

**COMPENSATION**

Refer to attached Exhibit 1.



**SUB-CONSULTANTS**

We do not anticipate needing any sub-consultants.

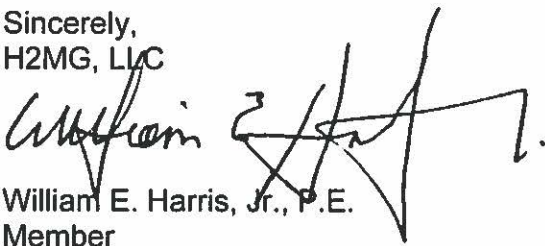
**EXCLUSIONS**

We are excluding the following:

1. Any architectural design.
2. Any sub consultants not mentioned in this proposal.
3. Any civil design.
4. Any roof design.
5. Any structural engineering.
6. Any design or investigation of building fire alarm systems other than what is defined in the final report of Phase I.
7. Any security design.
8. Any HVAC design other than what is defined in this proposal.
9. Any Power design other than to support the scope of this proposal.
10. Any lighting design.
11. Any plumbing design.
12. Test & balance pre-audit.
13. Detailed payback analysis.
14. Detailed cost estimate.
15. Asbestos abatement studies or planning.
16. LEED documentation.
17. Energy modeling.
18. Printing costs.

If there are any questions or comments, feel free to give us a call.

Sincerely,  
H2MG, LLC



William E. Harris, Jr., P.E.  
Member

WEH/tai

cc: Thomas Irwin  
Marc Hobbs

xc: G:\BUS-DEV - Proposals\202 - Atkins

**EXHIBIT 1**  
**DROC**  
**CRAC Additional Services**

**DROC CRAC Additional Services  
March 24, 2018 (Revised 5-11-18)**

**COMPENSATION**

1. We propose to accomplish the tasks as outline in our proposal for a lump sum fee of **Seventy Seven Thousand Two Hundred Dollars (\$77,200.00).**
2. Our Total Design fee will be **\$63,760.00.**
3. Our Total CA fee will be **\$13,440.00.**
4. We will invoice once a month during design and provide a report to detail our monthly progress.
5. During CA we will invoice once a month based on the construction schedule.

**END**



108 WILD BASIN ROAD, SUITE 350, AUSTIN, TEXAS 78746

512.474.9094 PHONE

JQENG.COM

05.07.18

Mr. Stephen Moller  
Atkins  
11801 Domain Blvd., Suite 500  
Austin, Texas 78758

**Re:** Additional Services Authorization  
TFC - Deferred Maintenance Projects - DROC Additional Services, Austin, Texas  
JQ Project No.:3170374

Dear Mr. Moller,

We understand the scope of the required additional services to be a change of MEP scheme for the Disaster Recovery Operations Center (DROC) building. The revision includes changing from two 80-ton DX units requiring 4 large wall penetrations, to the addition of a new chilled water system. The new system includes three new 110-ton chillers and a new pump house. JQ's scope is for the design of foundations for these new units and the prefabricated pump enclosure, design of exterior piping supports for 6" diameter water lines, and revised direction for smaller wall penetrations.

We propose to provide engineering services for a lump sum fee of \$7,000 inclusive of reimbursable expenses. This fee is broken down as follows:

Construction Documents (Design)	\$4,500.00
Construction Administration	\$2,500.00

The terms and conditions of our base contract will apply to all work performed as part of these additional services. If this proposal is acceptable, please sign and return one copy to our office.

Sincerely,  
JQ Engineering, LLP

Thomas L. Scott, PE  
Partner

Accepted by:

\_\_\_\_\_  
Atkins

\_\_\_\_\_  
Date

**JQ - Task Cost Estimate**  
DROC Additional Service

Billing Table **20**

Task Description	Rate	Labor													Non-Labor Fee					Total Fee			
		Hours													Non-Labor								
		\$240	\$210	\$175	\$190	\$155	\$135	\$120	\$110	\$90	\$75	\$165	\$125	\$160	1.00								
		Part	Prin	Sr PM	Eng Lead	Proj Mgr	Sr PE	PE	Tech	Tech	Admin	RPLS	RPLS	Survey Crew	Total Hours	Infl	Fact	Labor Fee	Repro		Trav	Deliver	Sub-Total
Construction Documents																							
1 Hours extended to date		2				5								7			1,255		15		15	15	1,270
2 Design & coordination of new foundations		2				8								10			1,720				0	0	1,720
3 Coordination with MEP - equipment and piping		1				4								5			860				0	0	860
4 Preparation of 65% Drawings - BHB & DROC		2				8			16					26			3,480				0	0	3,480
5 Preparation of 100% Drawings - BHB & DROC		2				4			6					12			1,760				0	0	1,760
6 Preparation of structural specifications		2				6								8			1,410				0	0	1,410
7 Working with Impact						2					4												
8 QA/QC		2			3																		
9 Meetings		2				4																	
Bidding & negotiation																							
11 Preparation of addenda														0			0				0	0	0
12 One pre-bid meeting														0			0				0	0	0
Value engineering														0			0				0	0	0
Subtotal Design Phase		15	0	0	3	41	0	0	22	0	4	0	0	68			10,485	0	15	0	15	15	10,500
Construction Administration																							0
Site observations (5 total)														0			0				0	0	0
a Preparation of observation reports														0			0				0	0	0
Construction meetings														0			0				0	0	0
b Add'l review of structural shop drawings and submittal data						4								4			620				0	0	620
13 c Add'l review and Respond to RFI's	2					4								6			1,100				0	0	1,100
d Preparation of ASI's and change orders														0			0				0	0	0
e Review of change orders														0			0				0	0	0
f Add'l review of testing laboratory reports						1								1			155				0	0	155
g Punch list observation														0			0				0	0	0
h Punch list verification visit														0			0				0	0	0
i Add'l preparation of as-built documentation						1			4					5			595				0	0	595
Construction support														0			0				0	0	0
Subtotal CA Phase		17	0	0	3	51	0	0	26	0	4	0	0	16			2,470	0	0	0	0	0	2,470
Total Project		17	0	0	3	51	0	0	26	0	4	0	0	84			12,955	0	15	0	15	15	12,970



TFC Contract 18-106-000

**ATKINS**

Exhibit A-2

Amendment No. 2  
**Atkins North America, Inc.**  
11801 Domain Boulevard, Suite 450 and 500  
Austin, Texas 78758

Telephone: +1.512.327.6840  
Fax: +1.512.327.2453

[www.atkinsglobal.com/northamerica](http://www.atkinsglobal.com/northamerica)

May 21, 2018

Kevin Sandberg  
Project Manager  
Texas Facilities Commission  
1711 San Jacinto  
Austin, Texas 78701

Re: TFC Contract: 18-106-0000  
Deferred Maintenance Projects in 10 HHSC Buildings Phase 2  
Add Service 3 Fee Proposal  
Dr. Bob Glaze Laboratory (DBGL)

Mr. Sandberg,

Atkins is currently providing prime professional services for production of design and construction documents, procurement assistance, and construction administration at five HHSC buildings in Austin, Texas.

As part of the assessment that preceded this project, consultant M3TCxA and their sub-consultant WSP USA, produced the document 'Supplemental Facility Assessment Report for the Dr. Bob Glaze Laboratory 20 April 2018'. This is a comprehensive report on the condition of the DBGL building's laboratory process systems, mechanical ventilation systems, steam systems, electrical systems, and controls systems. The report recommended repairs and refurbishment to the existing systems, and projected costs on a line item basis. Subsequent review of the proposed remedies, construction costs, and their disruption to the users concluded that the best value to the owner and users would come from complete replacement of five major systems, with remaining items being repaired as recommended. A Forward to the report discussed the scope increase, and condensed the line item listings to (26) items, having a projected construction cost of \$ 8,109,000.

TFC has requested that Atkins propose a lump sum fee for the design, documentation, procurement assistance, and construction administration necessary to implement this work.

## **SCOPE ADDITIONS**

Basic scope is summarized in the (attached) Atkins Summary Forward document, excerpted from 'Supplemental Facility Assessment Report for the Dr. Bob Glaze Laboratory 20 April 2018' prepared by consultant M3TCxA and their sub-consultant WSP USA. The (attached) proposal from consultant H2MG LLC also refers to these documents. More detailed descriptions of the deficiencies to be remedied can be found in this report. Additionally, our proposal presumes implementation of the work will require modifications and repairs to existing architectural and (a single) structural items as follows:

- Interior doors, frames, and hardware
- Suspended ceilings
- Drywall
- Firestopping
- Joints
- Finishes
- Roofing (piping penetrations only)
- Pipe supports

## EXCLUSIONS

- Roofing is known to be deteriorating in certain areas, but no roofing work was included in the current project funding. As such, this proposal specifically excludes remedy of exposed roof area deficiencies, concealed roofing deficiencies that may be discovered resulting from the work, and any other work associated with the building envelope. We have a roofing/envelope consultant on our team (Hollon + Cannon) who can be brought in as an Additional Service should the project scope be increased to include roofing.
- While there is potential for new equipment to be heavier than the equipment being replaced, structural effort is not quantifiable prior to mechanical design. Our proposal specifically excludes structural consultation (excepting the remedy of a single failed piping support to be designed by Atkins structural). We have a consulting structural engineer on our team (Jaster-Quintanilla), who can be brought in as an Additional Service when structural work is quantifiable.
- All items specifically excluded in the proposal from H2MG LLC.

## SCHEDULE

Proposed schedule for these Additional Services is informed by the design team's current contractual commitment to TFC. As such, the proposed schedule is contingent on NTP not being released until the 100% design for DROC (Package D of the project) is completed.

We propose three review submissions prior to issuance of sealed construction documents.

- 60% at 90 calendar days from NTP
- 90% at 150 calendar days from NTP
- 100% at 195 calendar days from NTP
- IFC to be agreed upon at 100%

The 60-day period between 60% and 90% submissions is intended to include 30 days for our CMAR to obtain preliminary pricing based on the 60% design documents. This will confirm or modify continuance of the designs into 90%.

The 45-day period between 90% and 100% submissions anticipates a 14-day holiday break.



Amendment No. 2  
Atkins North America, Inc.  
11801 Domain Boulevard, Suite 450 and 500  
Austin, Texas 78758

Telephone: +1.512.327.6840  
Fax: +1 512 327 2453

[www.atkinsglobal.com/northamerica](http://www.atkinsglobal.com/northamerica)

## COMPENSATION

We propose to provide this work as an amendment to our contract for \$ 1,061,390.00. Please refer to the (attached) Cost Proposal breakdown and consultant proposal.

We hope that you find our proposal acceptable. We look forward to continuing this project and our successful relationship.

Sincerely,

A handwritten signature in red ink, appearing to read "Dale Austin", is written over a faint, larger red signature.

Dale Austin, AIA, CDT  
Architectural National Director

512 372 1243

[Dale.austin@atkinsglobal.com](mailto:Dale.austin@atkinsglobal.com)

### Attachments: Proposal Cost Breakdown

H2MG proposal dated May 2, 2018

Summary Forward prepared by Atkins for the 'Supplemental Facility Assessment Report for the Dr. Bob Glaze Laboratory 20 April 2018'

Copy: Steve Moller



**Cost Proposal - By Task**

Ten HHSC Office Buildings Phase 2

Texas Facilities Commission

18-106-0000 Mod. 3

Submittal Date: May-20-2018

Task ID	Description	Price
01000	Internal Project Administration	42,977.52
02000	Pay Applications & Closeout	49,388.73
03000	DBGL Production	722,437.66
04000	DBGL Construction Administration	246,585.46
	<b>Total Extended Price</b>	<b>\$1,061,389.37</b>

TFC Contract 18-106-000

Exhibit A-2

Amendment No. 2

**Cost Proposal - By Task and Cost Type**

Ten HHSC Office Buildings Phase 2  
Texas Facilities Commission  
18-106 0000 Mod 3

Submittal Date: May-20-2018

Task#	Description	Labor	Subcontract & Consultants	Equipment	Travel	ODCs	Award/Fixed Fee	Total Price
01000	Internal Project Administration	42,977.52	-	-	-	-	-	42,977.52
02000	Pay Applications & Closeout	49,213.80	-	-	-	174.93	-	49,388.73
03000	DBG L Production	66,204.82	653,909.55	-	-	2,323.29	-	722,437.66
04000	DBG L Construction Administration	82,607.50	163,477.65	-	-	500.31	-	246,585.46
<b>Total</b>		<b>241,003.64</b>	<b>817,387.20</b>	-	-	<b>2,998.53</b>	-	<b>1,061,389.37</b>
<b>Total Extended Price</b>								<b>1,061,389.37</b>


**ATKINS**

Member of the SNC Lavalin Group

**Cost Proposal - Detail**

Ten HHSC Office Buildings Phase 2

Texas Facilities Commission

18-106-0000 Mod. 3

Submittal Date: May-20-2018

Task#	Resource Category	Description	O/H Pool	Rate	Unit	Qty	Extended Price
<b>01000</b>	<b>Internal Project Administration</b>						
	<b>Labor</b>						
		Sr Architect IV	Home	194.14	Hr	8.0	1,553.12
		Sr Architect III	Home	178.23	Hr	112.0	19,961.76
		Project Director	Home	217.48	Hr	2.0	434.96
		Project Manager	Home	178.20	Hr	116.0	20,671.20
		Sr Project Assistant	Home	89.12	Hr	4.0	356.48
	<b>Labor Total</b>					<b>242</b>	<b>42,977.52</b>
<b>01000</b>	<b>Internal Project Administration Total</b>						<b>42,977.52</b>
<b>02000</b>	<b>Pay Applications &amp; Closeout</b>						
	<b>Labor</b>						
		Sr Architect IV	Home	194.14	Hr	16.0	3,106.24
		Sr Architect III	Home	178.23	Hr	188.0	33,507.24
		Architect I	Home	89.12	Hr	120.0	10,694.40
		Sr Project Assistant	Home	89.12	Hr	16.0	1,425.92
		Sr Engineer I	Home	120.00	Hr	4.0	480.00
	<b>Labor Total</b>					<b>344</b>	<b>49,213.80</b>
	<b>ODCs</b>					<b>278.0</b>	<b>174.93</b>
		Mileage		0.5	-	274.0	149.33
		Parking		6.4	-	4.0	25.60
	<b>Subcontract and Expenses Total</b>						<b>174.93</b>
<b>02000</b>	<b>Pay Applications &amp; Closeout Total</b>						<b>49,388.73</b>
<b>03000</b>	<b>DBGL Production</b>						
	<b>Labor</b>						
		Sr Architect IV	Home	194.14	Hr	24.0	4,659.36
		Sr Architect III	Home	178.23	Hr	222.0	39,567.06
		Architect I	Home	89.12	Hr	168.0	14,972.16


**ATKINS**

Member of the SNC Lavalin Group

**Cost Proposal - Detail**

Ten HHSC Office Buildings Phase 2

Texas Facilities Commission

18-106-0000 Mod. 3

Submittal Date:

May-20-2018

Task#	Resource Category	Description	O/H Pool	Rate	Unit	Qty	Extended Price
		Project Manager	Home	178.20	Hr	8.0	1,425.60
		Sr Project Assistant	Home	89.12	Hr	22.0	1,960.64
		Sr Engineer IV	Home	190.00	Hr	14.0	2,660.00
		Sr Engineer I	Home	120.00	Hr	8.0	960.00
	<b>Labor Total</b>					<b>466</b>	<b>66,204.82</b>
	<b>ODCs</b>						<b>2,323.29</b>
		Mileage		0.5	-	282.0	153.69
		Parking		6.4	-	4.0	25.60
		Copies & Prints		35.0	-	16.0	560.00
		Copies & Prints		99.0	-	16.0	1,584.00
	<b>Subcontract &amp; Consultants</b>						<b>653,909.55</b>
		H2MG		1.1	-	622,771.0	653,909.55
	<b>Subcontract and Expenses Total</b>						<b>656,232.84</b>
<b>03000</b>	<b>DBGL Production Total</b>						<b>722,437.66</b>
<b>04000</b>	<b>DBGL Construction Administration</b>						
	<b>Labor</b>						
		Sr Architect III	Home	178.23	Hr	402.0	71,648.46
		Architect I	Home	89.12	Hr	40.0	3,564.80
		Sr Project Assistant	Home	89.12	Hr	52.0	4,634.24
		Sr Engineer IV	Home	190.00	Hr	12.0	2,280.00
		Sr Engineer I	Home	120.00	Hr	4.0	480.00
	<b>Labor Total</b>					<b>510</b>	<b>82,607.50</b>
	<b>ODCs</b>						<b>500.31</b>
		Mileage		0.5	-	918.0	500.31
	<b>Subcontract &amp; Consultants</b>						<b>163,477.65</b>
		H2MG		1.1	-	155,693.0	163,477.65

<b>Total Extended Price</b>	<b>1,061,389.37</b>
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8000 W. IH 10, Suite 1002  
San Antonio, Texas 78230-4449  
(210) 298-3379  
FAX (210) 478-9055

May 2, 2018

Steve Moller, AIA  
Project Manager, Architecture  
ATKINS  
11801 Domain Blvd. Suite 500  
Austin, Texas 78758

**Re: Phase II TFC 10 Buildings Project**

Dear Steve,

**GENERAL**

HMG will perform engineering services and construction administration services generally described as providing design for MEP systems at the Austin based Texas Department of State Health Services (DSHS) Campus. This proposal is specifically for the Texas Department of State Health Services, Dr. Bob Glass Laboratory (DBGL) Building.

**SCOPE**

The following are the goals of the investigation and design:

1. Provide design for all items identified in the April 20, 2018 report published by Atkins. Within the report there is a forward containing a summary of scope items. This is the basis of our scope.
2. In addition, H2MG will verify and attempt to identify other items that may not have been included in this scope that is vital to the DBGL staff. These items are not in the scope presently and would add services.
3. The drawing package will be developed in AUTO CADD format.

**DELIVERABLES**

We anticipate a total of four (4) separate packages of Construction Plans and specifications. The packages shall have different deliverables. Deliverables will be in electronic PDF format only:

1. **Package 1 - DBGL:**
  - a) Sixty Percent (60%) Construction Documents Plans and Specifications.
  - b) Ninety Percent (90%) Construction Documents Plans only.
  - c) One Hundred Percent (100%) Construction Documents Plans and specifications.
  - d) Issued for Construction (IFC) Construction Documents Plans and specifications.

**STAFFING (Major Roles)**



**Principal Engineer: William E Harris Jr, P.E.**

I will be the engineer of record for mechanical and plumbing. My role will be to oversee ongoing mechanical and plumbing design work and then to review. I will not participate in Construction Administration other than to perhaps to answer questions.

**Electrical Engineer: Ernesto Lopez Del Castillo, Jr., P.E.**

Ernesto will be the engineer of record for electrical. Ernesto's role will be to oversee ongoing electrical design work and then to review. He will not participate in Construction Administration other than to perhaps to answer questions.

**Project Manager: Thomas Irwin – Project manager**

Tom will be acting as the project manager for this project from beginning to end. Tom will be intimately involved in all aspects of the field work, design, construction administration attending meetings, reviewing pay apps, RFI's, ETC, and finally as built drawings and close out. Tom will also be the lead mechanical designer and will report to Bill Harris concerning mechanical design.

**Mechanical Designer: Blaine Butler – Engineer In Training**

Blaine will contribute to the mechanical design.

**Mechanical Designer: Bret Rinehart – Mechanical Designer**

Bret will contribute to the mechanical design and will participate in CA.

**Electrical Designer: Ted Eikenberry – Senior Electrical Designer**

Ted will contribute to the electrical design and will participate in CA.

**Electrical Designer: Zak Vacula – Electrical Designer**

Zak will contribute to the electrical design.

**Plumbing Designer: George Bocanegra – Senior Plumbing Designer**

George will be responsible for all plumbing design and will report to Bill Harris concerning plumbing design.

**Administrative Assistant: Anissa Anderson – Specification Editor**

Anissa will be the lead specifications editor and will assist the project manager on assembling all specifications and any other paperwork required for all deliverable packages.

**Administrative Assistant: Dana Arnold – Construction Administration Coordinator**

Dana will be the assistant who all CA items shall pass thru for H2MG and will assist the project manager on all aspects of construction administration.

**Sr. CADD Operator: James Patterson – CADD/Revit Manager**

James's role will be to set up the drawings in the beginning oversee and supervise the CADD drawings for accuracy, and then producing the documents and sending them out.

He will participate in CA when required.

### **CONSTRUCTION ADMINISTRATION SERVICES**

We will provide the following construction administration services. The CA Services are based on an twenty four (24) month construction period.

1. Preconstruction meetings.
2. Submittal review and responses.
3. RFI review and responses.
4. Proposed Change Order (PCO) Part A and Part C preparation.
5. Monthly Pay Application Review.
6. Various Site meetings/site visits during construction.
7. One (1) substantial completion site visit.
8. One (1) Final site visit with punch list.
9. O&M review.
10. Record document review.
11. Commit record document changes to AutoCAD drawings.
12. Provide a disk with record documents in PDF and AutoCAD format.

### **COMPENSATION**

Refer to attached Exhibit 1.

### **SUB-CONSULTANTS**

We do not anticipate needing any sub-consultants.

### **EXCLUSIONS**

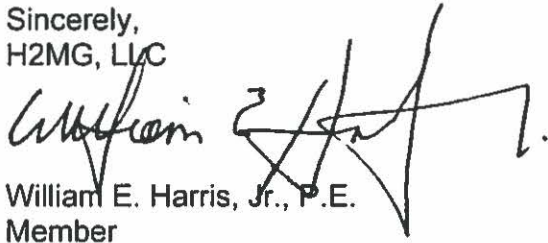
We are excluding the following:

1. Any architectural design.
2. Any sub consultants not mentioned in this proposal.
3. Any civil design.
4. Any roof design.
5. Any structural engineering.
6. Any design or investigation of building fire alarm systems.
7. Any security design.
8. Any HVAC design other than what is defined in the final report of Phase I.
9. Any lighting design other than what is defined in the final report of Phase I.
10. Any plumbing design other than what is defined in the final report of Phase I.
11. Test & balance pre-audit.
12. Detailed payback analysis.
13. Detailed cost estimate.
14. Asbestos abatement studies or planning.
15. LEED documentation.
16. Energy modeling.
17. Printing costs.



If there are any questions or comments, feel free to give us a call.

Sincerely,  
H2MG, LLC

A handwritten signature in black ink, appearing to read "William E. Harris, Jr.", with a stylized flourish at the end.

William E. Harris, Jr., P.E.  
Member

WEH/ala

cc: Tom Irwin  
Marc Hobbs  
Ernesto Lopez Del Castillo

xc: G:\BUS-DEV - Proposals\202 - Atkins

DRAFT

**EXHIBIT 1**  
**Phase II**  
**DBGL**

DRAFT

**Phase II DBGL  
May 2, 2018**

**COMPENSATION**

1. We propose to accomplish the tasks as outline in our proposal for a lump sum fee of **Seven Hundred Seventy Eight Thousand Four Hundred Sixty Four Dollars (\$778,464.00).**
2. Our Total Design fee will be **\$622,771.20.**
3. Our Total CA fee will be **\$155,692.80.**
4. We will invoice once a month during design and provide a report to detail our monthly progress.
5. During CA we will invoice once a month based on the construction schedule.

END

Deferred Maintenance Projects in Ten HHSC Buildings in Austin Texas  
TFC Project Number 16-037-6086

## Forward

The first draft of this Report concluded with a list of (246) items of deficiency. These findings were first presented to the DBGL users in December 2017, for an extensive prioritization review. After agreement on prioritization, the restructured list was presented to the Construction Manager at Risk (CMAR) Flynn Construction, for pricing.

As part of the development of line-by-line pricing, the team considered the utility outages and durations necessary to repair and replace individual components of multiple systems. (Any outage has a direct impact on the operations of this facility). These proposed outages and their durations were presented to DBGL users in February 2018, with the response that several items were unacceptable due to the laboratories 24-hour work schedule and its preparedness to respond to public health crises.

As the team further studied the work to the end of reducing outages, it became apparent that, for certain systems, the replacement of an entire system would require significantly less utility outage than the individual repairs and replacement of its components. This was countered by the significant increase in cost for replacement of entire systems over the sum of the individual repairs. The primary tipping factor in the evaluation of the best value was that repairs to a legacy system will not correct the limitations of its older technology (sometimes 20 years). The team readily concluded that best value to the owner and the user will be realized by replacement of entire mechanical systems with new. Providing new reduces utility outage time, allows systems to upgrade to current technology, provides full system warranties, and facilitates the comprehensive air balancing of the entire facility.

Comprehensive air balancing and calibration of existing and new exhaust equipment is expected to correct the current state of largely negative air pressure in the building. The negative pressure is believed to be a significant factor in the envelope deficiencies identified in Chapter 3 of the Atkins Report: Deferred Maintenance Projects in Ten HHSC Buildings in Austin Texas, July 14, 2017. Costs for correcting the envelope deficiencies without correcting the negative pressure were estimated at \$ 2.81m. The potential for the air balancing to reduce the extent of envelope repairs was another tipping factor.

Budget allocations for these new systems were developed by the CMAR, and are included with the Work Item Selection and OPCC Summary that follows.  
The systems selected to be replaced entirely are:

- Air Handlers 1 and 2 and related controls (Item 1)
- Lab Exhaust Units 1, 2, and 3 (Item 3)
- Medium Pressure Steam Reducing Station (Item 4)
- Supply Terminal Air Valve Actuators (Item 39)
- Lab Exhaust Air Valves with Test and Balancing (Item 121)

Deferred Maintenance Projects in Ten HHSC Buildings in Austin Texas  
TFC Project Number 16-037-6086

TFC Project Manager Kevin Sandberg presented the teams revised approach to DBGL Director, Dr. Grace Kubin in March 2018. Dr. Kubin endorsed the system upgrades and the reduction in outages and provided official user approval of the amended scope.

The lump sum pricing allocations for the new work were scrutinized by the team as they were developed. This led to identification of additional related work and quantification of scope for certain multiple items. This led to the addition of ten more items to the (246) originally identified items and pricing.

Certain remedial items were identified as within the capabilities of TFC's staff. The estimated cost for these items is included in the total budget.

Effectively, all deficiencies identified in this Report have been selected for continuation into design and construction of their remedies.



Steve Moller, AIA

Project Manager  
Atkins North America

Deferred Maintenance Projects in Ten HHSC Buildings in Austin Texas  
TFC Project Number 16-037-6086

## Work Item Selection and OPCC Summary

DR BOB GLAZE LABORATORY (DBGL)		
DML	Item of Work	OPCC
1	Replace Air Handler Unit (AHU) Systems1 and 2 in entirety	\$ 2,955,000
3	Replace Lab Exhaust Units (LEU) 1, 2, and 3	\$ 1,595,000
4	Replace Main Pressure Steam (MPS) Reducing Valve	\$ 41,000
7	Repair Steam Sump	\$ 547,000
9	Replace Air Dryer	\$ 106,000
10	Replace Transformer	\$ 135,000
11	New Fencing at Transformer	\$ 8,500
17	Purge and Test Pneumatic System	\$ 144,000
22	Reinsulate Piping	\$ 257,000
24	Replace Potable Hot Water Pump	\$ 48,000
28	Restore Electrical Raceway Components	\$ 2,000
33	Replace Acid Storage Tank	\$ 45,000
35	Replace Domestic Water Pump	\$ 40,000
39	Replace (260) Supply Terminal Air Valves and Upgrade DDC Controls	\$ 794,000
121	Replace Lab Exhaust Air Valve Actuators and Test and Balance	\$ 1,064,000
132	Replace Exhaust Duct at L701	\$ 76,000
181	Service All UPS	\$ 6,000
186	Repair Roof Penetration at TEF-1	\$ 14,000
187	Repair Wall Penetrations at L701	\$ 1,000
206	Repair Fireproofing	\$ 5,000

Deferred Maintenance Projects in Ten HHSC Buildings in Austin Texas  
TFC Project Number 16-037-6086

208	Repair Ceiling Tiles at L500.2	\$	500
219	Permanent Signage for Operation of Kirk Key Interlocks	\$	500
220	Replace (10) Variable Frequency Drives (VFD)	\$	38,000
221	Obtain UL Lightning Protection System Certification	\$	12,000
247	Replace Fire Alarm Panel	\$	65,000
250	Upgrade Modular Building Controllers (MBC)	\$	40,000
251	Replace (30) Lab Room Controllers (LRC)	\$	50,000
256	Replace (16) Differential Pressure Monitors (DPM)	\$	19,500

DBGL DEFERRED MAINTENANCE BUDGET TOTAL		\$	8,109,000
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Deferred Maintenance Projects in Ten HHSC Buildings in Austin Texas  
TFC Project Number 16-037-6086

The following items of work were allocated to TFC to implement with in-house forces:

DML	Item of Work	OPCC
111	Seal electrical conduits	\$ 500
122	Verify ballasts and replace bulbs	\$ 28,000
124	Repair Lightning Protection System (LPS)	\$ 10,000
126	Replace door sweep at L-342	\$ 300
127	Patch wall at L-248	\$ 500
129	Repair wall and ceiling at L-305	\$ 2,500
141	Replace access door at L-528.2	\$ 300
179	Restore Emergency Lighting	\$ 5,000
193	Seal control panel at L-134	\$ 500
194	Replace sprinkler heads at L-134	\$ 1,500
197	Replace drywall at L-530	\$ 2,000
199	Seal penetrations at L-521	\$ 1,500
201	Repair door closer at L-516	\$ 800
203	Remove access door and restore ceiling at L-425	\$ 500

DBGL TFC MAINTENANCE BUDGET TOTAL	\$	53,900
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DBGL CONSTRUCTION BUDGET TOTAL	\$	8,162,900
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**Atkins North America, Inc.**  
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Austin, Texas 78758

**Telephone: +1.512.327.6840**  
**Fax: +1.512.327.2453**

**[www.atkinsglobal.com/northamerica](http://www.atkinsglobal.com/northamerica)**

May 24, 2018

Kevin Sandberg  
1711 San Jacinto  
Austin, Texas 78701

Re: TFC Contract 18-106-0000  
Deferred Maintenance Projects in 10 HHSC Buildings Phase 2  
Add Service 4 Fee Proposal  
Brown Heatly Building (BHB)

Mr. Sandberg,

Atkins is currently providing prime professional services for production of design and construction documents, procurement assistance, and construction administration at five HHSC buildings in Austin, Texas.

At the Team Meeting of May 1, 2018, TFC Project Manager Kevin Sandberg reported that the outside air handler unit OAHU P-1 in the Penthouse of the Brown Heatly Building had failed, and was no longer cooling. He requested that Atkins add the replacement of this unit and related modifications to the buildings DDC system to the project scope as an Additional Service.

It is noted that while the project currently has considerable scope in the BHB, it does not include work at this air handler.

#### **SCOPE ADDITIONS**

Refer to the attached proposal from consultant H2MG LLC for full description of the engineering services to be provided.

#### **SCHEDULE**

The additional deliverables will be provided concurrent with the ongoing project schedule.

#### **COMPENSATION**

We propose to provide this work as an amendment to our contract for \$ 44,765.00.

We hope that you find our proposal acceptable.

Sincerely,

A handwritten signature in red ink that reads "Dale Austin".

Dale Austin, AIA, CDT  
Group Manager

512 372 1243

[Dale.austin@atkinsglobal.com](mailto:Dale.austin@atkinsglobal.com)

Attachments: Proposal Cost Breakdown  
H2MG proposal dated May 24, 2018

Copy: Steve Moller

**Cost Proposal - By Task**

Ten HHSC Office Buildings Phase 2  
Texas Facilities Commission  
18-106-0000 Mod. 4

Submittal Date: May-24-2018

Task ID	Description	Price
01000	Internal Project Administration	3,489.06
02000	Pay Applications and Closeout	4,117.83
03000	BHB Production	28,636.27
04000	BHB Construction Administration	8,521.87
Total Extended Price		\$44,765.03




**ATKINS**

Member of the SNC Lavalin Group

**Cost Proposal - Detail**

Ten HHSC Office Buildings Phase 2

Texas Facilities Commission

18-106-0000 Mod. 4

Submittal Date:

May-24-2018

Task#	Resource Category	Description	O/H Pool	Rate	Unit	Qty	Extended Price
<b>01000</b>	<b>Internal Project Administration</b>						
	<b>Labor</b>						
		Sr Architect IV	Home	194.14	Hr	4.0	776.56
		Sr Architect III	Home	178.23	Hr	6.0	1,069.38
		Sr Project Director	Home	217.48	Hr	1.0	217.48
		Project Manager	Home	178.20	Hr	7.0	1,247.40
		Sr Project Assistant	Home	89.12	Hr	2.0	178.24
	<b>Labor Total</b>					<b>20</b>	<b>3,489.06</b>
<b>01000</b>	<b>Internal Project Administration Total</b>						<b>3,489.06</b>
<b>02000</b>	<b>Pay Applications and Closeout</b>						
	<b>Labor</b>						
		Sr Architect III	Home	178.23	Hr	22.0	3,921.06
		Sr Project Assistant	Home	89.12	Hr	2.0	178.24
	<b>Labor Total</b>					<b>24</b>	<b>4,099.30</b>
	<b>ODCs</b>					<b>34.0</b>	<b>18.53</b>
		Mileage		0.5	-	34.0	18.53
	<b>Subcontract and Expenses Total</b>						<b>18.53</b>
<b>02000</b>	<b>Pay Applications and Closeout Total</b>						<b>4,117.83</b>
<b>03000</b>	<b>BHB Production</b>						
	<b>Labor</b>						
		Sr Architect IV	Home	194.14	Hr	4.0	776.56
		Sr Architect III	Home	178.23	Hr	28.0	4,990.44
	<b>Labor Total</b>					<b>32</b>	<b>5,767.00</b>
	<b>ODCs</b>						<b>693.27</b>
		Mileage		0.5	-	17.0	9.27


**ATKINS**

Member of the SNC Lavalin Group

**Cost Proposal - Detail**

Ten HHSC Office Buildings Phase 2

Texas Facilities Commission

18-106-0000 Mod. 4

Submittal Date:

May-24-2018

Task#	Resource Category	Description	O/H Pool	Rate	Unit	Qty	Extended Price
		Copies & Prints		10.0	-	12.0	120.00
		Copies & Prints		47.0	-	12.0	564.00
		<b>Subcontract &amp; Consultants</b>					<b>22,176.00</b>
		H2MG		1.1	-	21,120.0	22,176.00
		<b>Subcontract and Expenses Total</b>					<b>22,869.27</b>
<b>03000</b>	<b>BHB Production Total</b>						<b>28,636.27</b>
<b>04000</b>	<b>BHB Construction Administration</b>						
	<b>Labor</b>						
		Sr Architect III	Home	178.23	Hr	15.0	2,673.45
		Sr Project Assistant	Home	89.12	Hr	3.0	267.36
	<b>Labor Total</b>					<b>18</b>	<b>2,940.81</b>
	<b>ODCs</b>						<b>37.06</b>
		Mileage		0.5	-	68.0	37.06
		<b>Subcontract &amp; Consultants</b>					<b>5,544.00</b>
		H2MG		1.1	-	5,280.0	5,544.00
	<b>Subcontract and Expenses Total</b>						<b>5,581.06</b>
<b>04000</b>	<b>BHB Construction Administration Total</b>						<b>8,521.87</b>
	<b>Total Extended Price</b>						<b>44,765.03</b>





8000 W. IH 10, Suite 1002  
San Antonio, Texas 78230-4449  
(210) 298-3379  
FAX (210) 478-9055

May 24, 2018

Steve Moller, AIA  
Project Manager, Architecture  
ATKINS  
11801 Domain Blvd. Suite 500  
Austin, Texas 78758

**Re: Phase II TFC 10 Buildings Project (BHB Penthouse)**

Dear Steve,

**GENERAL**

HMG will perform engineering services and construction administration services generally described as providing design for MEP systems at the Austin based Texas Department of State Health Services (DSHS) Campus. This proposal is specifically for the Texas Department of State Health Services, Brown Heatly Building (BHB) Building.

**SCOPE**

The following are the goals of the investigation and design:

1. Provide MEP design for removing and replacing the 100% outside air unit located in the BHB penthouse along with direct digital controls that will have a sequence of operation that will prevent freezing of the cooling coil. This is the extent of the design work for BHB.
2. The drawing package will be developed in AUTO CADD format.

**DELIVERABLES**

We anticipate a total of three (3) separate packages of Construction Plans and specifications. The packages shall have different deliverables. Deliverables will be in electronic PDF format only:

1. **Package 1 - BHB:**
  - a) Sixty Percent (60%) Construction Documents Plans and Specifications.
  - b) Ninety Percent (90%) Construction Documents Plans only.
  - c) Issued for Construction (IFC) Construction Documents Plans and specifications.

**STAFFING** (Major Roles)

**Principal Engineer: William E Harris Jr, P.E.**

I will be the engineer of record for mechanical and plumbing. My role will be to oversee ongoing mechanical and plumbing design work and then to review. I will not participate in

Construction Administration other than to perhaps to answer questions.

**Electrical Engineer: Ernesto Lopez Del Castillo, Jr., P.E.**

Ernesto will be the engineer of record for electrical. Ernesto's role will be to oversee ongoing electrical design work and then to review. He will not participate in Construction Administration other than to perhaps to answer questions.

**Project Manager: Thomas Irwin – Project manager**

Tom will be acting as the project manager for this project from beginning to end. Tom will be intimately involved in all aspects of the field work, design, construction administration attending meetings, reviewing pay apps, RFI's, ETC, and finally as built drawings and close out. Tom will also be the lead mechanical designer and will report to Bill Harris concerning mechanical design.

**Mechanical Designer: Blaine Butler – Engineer In Training**

Blaine will contribute to the mechanical design.

**Mechanical Designer: Bret Rinehart – Mechanical Designer**

Bret will contribute to the mechanical design and will participate in CA.

**Electrical Designer: Ted Eikenberry – Senior Electrical Designer**

Ted will contribute to the electrical design and will participate in CA.

**Electrical Designer: Zak Vacula – Electrical Designer**

Zak will contribute to the electrical design.

**Plumbing Designer: George Bocanegra – Senior Plumbing Designer**

George will be responsible for all plumbing design and will report to Bill Harris concerning plumbing design.

**Administrative Assistant: Anissa Anderson – Specification Editor**

Anissa will be the lead specifications editor and will assist the project manager on assembling all specifications and any other paperwork required for all deliverable packages.

**Administrative Assistant: Dana Arnold – Construction Administration Coordinator**

Dana will be the assistant who all CA items shall pass thru for H2MG and will assist the project manager on all aspects of construction administration.

**Sr. CADD Operator: James Patterson – CADD/Revit Manager**

James's role will be to set up the drawings in the beginning oversee and supervise the CADD drawings for accuracy, and then producing the documents and sending them out. He will participate in CA when required.

**CONSTRUCTION ADMINISTRATION SERVICES**

We will provide the following construction administration services. The CA Services are

based on an twenty four (24) month construction period.

1. Preconstruction meetings.
2. Submittal review and responses.
3. RFI review and responses.
4. Proposed Change Order (PCO) Part A and Part C preparation.
5. Monthly Pay Application Review.
6. Various Site meetings/site visits during construction.
7. One (1) substantial completion site visit.
8. One (1) Final site visit with punch list.
9. O&M review.
10. Record document review.
11. Commit record document changes to AutoCAD drawings.
12. Provide a disk with record documents in PDF and AutoCAD format.

### **COMPENSATION**

Refer to attached Exhibit 1.

### **SUB-CONSULTANTS**

We do not anticipate needing any sub-consultants.

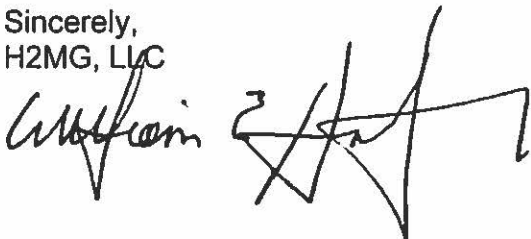
### **EXCLUSIONS**

We are excluding the following:

1. Any architectural design.
2. Any sub consultants not mentioned in this proposal.
3. Any civil design.
4. Any roof design.
5. Any structural engineering.
6. Any design or investigation of building fire alarm systems.
7. Any security design.
8. Any HVAC design other than what is defined in this proposal.
9. Any lighting design.
10. Any plumbing design.
11. Test & balance pre-audit.
12. Detailed payback analysis.
13. Detailed cost estimate.
14. Asbestos abatement studies or planning.
15. LEED documentation.
16. Energy modeling.
17. Printing costs.

If there are any questions or comments, feel free to give us a call.

Sincerely,  
H2MG, LLC



William E. Harris, Jr., P.E.  
Member

WEH/ala

cc: Tom Irwin  
Marc Hobbs  
Ernesto Lopez Del Castillo

xc: G:\BUS-DEV - Proposals\202 - Atkins

**EXHIBIT 1**  
**Phase II**  
**BHB**



**Phase II BHB  
May 24, 2018**

**COMPENSATION**

1. We propose to accomplish the tasks as outline in our proposal for a lump sum fee of **Twenty Six Thousand Four Hundred Dollars (\$26,400.00).**
2. Our Total Design fee will be **\$21,120.00.**
3. Our Total CA fee will be **\$5,280.00.**
4. We will invoice once a month during design and provide a report to detail our monthly progress.
5. During CA we will invoice once a month based on the construction schedule.

**END**



**Atkins North America, Inc.**  
11801 Domain Boulevard, Suite 450 and 500  
Austin, Texas 78758

**Telephone: +1.512.327.6840**  
**Fax: +1.512.327.2453**

**[www.atkinsglobal.com/northamerica](http://www.atkinsglobal.com/northamerica)**

May 29, 2018

Kevin Sandberg  
1711 San Jacinto  
Austin, Texas 78701

Re: TFC Contract 18-106-0000  
Deferred Maintenance Projects in 10 HHSC Buildings Phase 2  
Add Service 5 Fee Proposal (CREDIT)  
Brown Heatly Building (BHB)

Mr. Sandberg,

Atkins is currently providing prime professional services for production of design and construction documents, procurement assistance, and construction administration at five HHSC buildings in Austin, Texas.

Pursuant to acceptance of proposed scope additions at the DROC and DBGL Buildings, TFC Project Manager Kevin Sandberg requested that Package E (Deferred Maintenance items at the Brown Heatly Building) be dropped from the project, with commensurate credit to be applied to our lump sum fee.

BHB design fee allocations for Atkins and our consultants were itemized and documented in the supporting data for our original proposal. Construction administration fee allocations for the BHB were itemized as part of larger lump sums by Atkins and consultants, excepting H2MG. The proposed pro-rated credits match the percentage of BHB design fee to overall design fee.

#### **SCOPE DELETIONS**

Refer to the attached excerpt from the Evaluation and Prioritization Matrix included with the DM Assessment Report of July 14, 2017. These are the items of work being deleted from this project.

#### **CREDIT**

We propose reduction in our lump sum fee of **\$ 514 644.00.**

We hope that you find our proposal acceptable.

Sincerely,

A handwritten signature in red ink that reads "Dale Austin".

Dale Austin, AIA, CDT  
Group Manager

512 372 1243

[Dale.austin@atkinsglobal.com](mailto:Dale.austin@atkinsglobal.com)

Attachments: BHB Evaluation and Prioritization Matrix  
BHB Descope Credit Table  
H2MG Fee Summary 2017 0803  
Hollon+Cannon Purchase Order  
Jensen Hughes Purchase Order  
JQ Engineering Purchase Order  
Atkins Fee Summary 2017 0804

Copy: Steve Moller

**BROWN HEATLY BUILDING (BHB)**

DML No.	Floor	Room	Deficiency	Remedy	OPCC
5	4	Stair 1	Lever disabled. Lack of exit device	Replace door and add rim exit device	\$ 3,500
6	4	Stair 2	Lever disabled. Lack of exit device	Replace door and add rim exit device	\$ 3,500
7	7	Stair 1	Lack of exit device	Replace door and add rim exit device	\$ 3,500
8	8	Mech	Lack of fire extinguisher	Install new	\$ 100
11	3	Ten 1	Door swings against travel direction > 50 occupants	Replace 36 x 84 SC Wood with Plam HM frame, and transom	\$ 3,800
12	3	Ten 1	Door swings against travel direction > 50 occupants	Replace 36 x 84 SC Wood with Plam HM frame, and transom	\$ 3,800
13	3	Ten 1	Door swings against travel direction > 50 occupants	Replace 2) 36 x 84 SC Wood with Plam HM frame, and transom	\$ 7,600
14	7	7100	Lack of exit device	Replace door and add rim exit device	\$ 3,500
17	1	1640	Disabled electric strike prevents latching	Disable device. Provide strike	\$ 2,500
18	1	1430	Lack of exit device to north side Corridor	Replace wood door, lockset and add VRD	\$ 3,500
19	1	1410	Lack of exit device to east side Corridor	Replace wood door, lockset and add VRD	\$ 3,500
20	2	VD	Lever disabled	Replace F07 mortise lockset	\$ 1,500
21	3	Ten 1	Lack of exit sign with arrow. Refer Atkins plan 7-22-13 for location	Provide illuminated ceiling mounted exit signs)	\$ 8,750
22	7	Ten 1	Lack of exit sign. Refer Atkins plan 7-22-13 for location	Included in DML 21	\$ -
23	7	Ten 1	Lack of exit sign. Refer Atkins plan 7-22-13 for location	Included in DML 21	\$ -
24	7	Ten 1	Lack of exit sign. Refer Atkins plan 7-22-13 for location	Included in DML 21	\$ -
25	7	Ten 1	Lack of exit sign. Refer Atkins plan 7-22-13 for location	Included in DML 21	\$ -

26	7	Ten 1	Lack of exit sign with arrow. Refer Atkins plan 7-22-13 for location	Included in DML 21	\$ -
27	7	Ten 6	Lack of exit sign. Refer Atkins plan 7-22-13 for location	Included in DML 21	\$ -
30	1	1130	Lack of Pull station	Assume 1 added device	\$ 500
31	4	4138	Lack of Notification devices	Assume 1 added device	\$ 500
32	1	1430	Lack of Pull station	Assume 1 added device	\$ 500
33	1	1612	Lack of Notification devices	Assume 1 added device	\$ 500
34	2	2117	Lack of Notification devices	Assume 1 added device	\$ 500
35	3	3216	Improper sprinkler coverage	Assume adding 2 heads	\$ 800
36	3	3523	Painted sprinkler heads	Assume 2 heads	\$ 400
37	3	3226	Painted sprinkler heads	Assume 2 heads	\$ 400
38	4	4620	Improper sprinkler coverage	Assume adding 2 heads	\$ 800
39	4	4304	Improper sprinkler coverage	Assume adding 2 heads	\$ 800
40	4	4225	Improper sprinkler coverage	Assume adding 2 heads	\$ 800
41	4	4116	Improper sprinkler coverage	Assume adding 2 heads	\$ 800
43	5	5540	Improper sprinkler coverage heads too close together)	Assume relocating one head	\$ 300
44	5	5360	Improper sprinkler coverage heads too close together)	Assume relocating one head	\$ 300
45	5	5355	Improper sprinkler coverage heads too close together)	Assume relocating one head	\$ 300
46	6	6225	Improper sprinkler coverage	Assume adding 2 heads	\$ 800
47	6	6246	Improper sprinkler coverage	Assume adding 2 heads	\$ 800
49	7	7108	Improper sprinkler coverage	Assume adding 2 heads	\$ 800
51	1	1451	Improper sprinkler coverage	Assume adding 2 heads	\$ 800
52	1	1241	Improper sprinkler coverage	Assume adding 2 heads	\$ 800
58	1	1121	Lack of notification devices	Assume 1 added device	\$ 500
59	2	2300	Improper sprinkler coverage	Assume adding 2 heads	\$ 800



60	2	2380	Improper sprinkler coverage heads too close together)	Assume relocating one head	\$ 300
61	7	Ten 6	Lack of exit sign with arrow. Refer Atkins plan 7-22-13 for location	Included in DML 21	\$ -
62	1	1430	Lack of exit sign at north side Corridor	Included in DML 21	\$ -
63	1	1130	Lack of exit sign with arrow	Included in DML 21	\$ -
64	1	1130	Exit sign not illuminated	Included in DML 21	\$ -
66	2	Ten 2	Lack of exit sign. Refer Atkins plan 7-22-13 for location	Included in DML 21	\$ -
67	2	Corr	Lack of exit sign. Refer Atkins plan 7-22-13 for location	Included in DML 21	\$ -
68	2	Corr	Lack of exit sign. Refer Atkins plan 7-22-13 for location	Included in DML 21	\$ -
69	2	Corr	Lack of exit sign. Refer Atkins plan 7-22-13 for location	Included in DML 21	\$ -
70	2	Corr	Lack of exit sign with arrow. Refer Atkins plan 7-22-13 for location	Included in DML 21	\$ -
71	2	Corr	Lack of exit sign with arrow, Refer Atkins plan 7-22-13 for location	Included in DML 21	\$ -
72	2	Corr	Lack of exit sign with arrow. Refer Atkins plan 7-22-13 for location	Included in DML 21	\$ -
73	2	Corr	Lack of exit sign with arrow. Refer Atkins plan 7-22-13 for location	Included in DML 21	\$ -
74	3	Corr	Lack of exit sign with arrow. Refer Atkins plan 7-22-13 for location	Included in DML 21	\$ -
75	3	Ten 1	Lack of exit sign. Refer Atkins plan 7-22-13 for location	Included in DML 21	\$ -
76	3	Ten 1	Lack of exit sign. Refer Atkins plan 7-22-13 for location	Included in DML 21	\$ -



77	3	Ten 1	Lack of exit sign. Refer Atkins plan 7-22-13 for location	Included in DML 21	\$ -
78	3	Ten 1	Lack of exit sign. Refer Atkins plan 7-22-13 for location	Included in DML 21	\$ -
79	5	Corr	Lack of exit sign with arrow. Refer Atkins plan 7-22-13 for location	Included in DML 21	\$ -
300	1		Aged, dated, and beyond useful life.	Replace ATS-A and ATS-B	\$ 50,000
302	1		Aged, dated, and beyond useful life.	Replace generator	\$ 275,000
304	1	128	Unit has exceeded its life span	Replace air compressor	\$ 95,750
305	1	128	Unit has exceeded its life span	Replace CWP-1	\$ 164,800
306	1	128	Unit has exceeded its life span	Replace CWP-2. Included in DML 305	\$ -
307	1	128	Unit has exceeded its life span	Replace CWP-3. Included in DML 305	\$ -
308	1	128	Unit has exceeded its life span	Replace skid mount water distribution pump	\$ 142,500
309	1	128	AHU inlet fans, intake plenum, insulation and condensate drip pan have deteriorated	Replace AHU 1E-1 3 HP / 4,150 CFM)	\$ 94,000
310	1	128	AHU inlet fans, intake plenum, insulation and condensate drip pan have deteriorated	Replace AHU 1E-2 5 HP / 6,000 CFM)	\$ 107,550
311	1	128B	AHU inlet fans, intake plenum, insulation and condensate drip pan have deteriorated	Replace AHU 1E-3 10 HP / 8,150 CFM)	\$ 136,250
312	1	128B	AHU inlet fans, intake plenum, insulation and condensate drip pan have deteriorated	Replace AHU 1E-4 25 HP / 14,960 CFM)	\$ 234,550
313	1	128B	AHU inlet fans, intake plenum, insulation and condensate drip pan have deteriorated	Replace AHU 1E-5 20 HP / 12,000 CFM)	\$ 177,800
314	1	128B	AHU inlet fans, intake plenum, insulation and condensate drip pan have deteriorated	Replace AHU 1E-6 20 HP / 12,000 CFM)	\$ 179,350

315	1	139	AHU inlet fans, intake plenum, insulation and condensate drip pan have deteriorated	Replace AHU 1W-1 25 HP / 13,300 CFM)	\$	209,450
316	1	139	AHU inlet fans, intake plenum, insulation and condensate drip pan have deteriorated	Replace AHU 1W-2 25 HP / 14,950 CFM)	\$	206,500
317	1	157A	AHU inlet fans, intake plenum, insulation and condensate drip pan have deteriorated	Replace AHU 1W-3 7.5 HP / 8,500 CFM)	\$	142,400
318	1	151	AHU inlet fans, intake plenum, insulation and condensate drip pan have deteriorated	Replace AHU 1W-4 15 HP / 9,000 CFM)	\$	149,200
319	1	151	AHU inlet fans, intake plenum, insulation and condensate drip pan have deteriorated	Replace AHU 1W-5 20 HP / 12,000 CFM)	\$	185,250
333	PH	P05	AHU inlet fans, intake plenum, insulation and condensate drip pan have deteriorated	Replace AHU P-1 15 HP / 10,000 CFM)	\$	239,500
334	PH	P09	AHU inlet fans, intake plenum, insulation and condensate drip pan have deteriorated	Replace AHU P-2 15 HP / 10,000 CFM)	\$	247,300
335	PH	P01	AHU inlet fans, intake plenum, insulation and condensate drip pan have deteriorated	Replace AHU P-3 2 HP / 4,000 CFM)	\$	113,500
336	PH	P10	AHU inlet fans, intake plenum, insulation and condensate drip pan have deteriorated	Replace AHU P-4 0.75 HP / 1,200 CFM)	\$	82,250
350	PH	P07A	Unit has exceeded its life span	Replace HWP-1	\$	72,250
351	PH	P07A	Unit has exceeded its life span	Replace HWP-2. Included in DML350	\$	-
352	Roof		Unit has exceeded its life span	Replace OAHU 6E-1	\$	225,000
353	Roof		Unit has exceeded its life span	Replace OAHU P-1	\$	238,250
3	Wall		Fractures at numerous precast concrete belt course units	Clean and provide elastomeric coating at belt course	\$	66,800
4	Wall		Fractures at numerous precast concrete belt course units	Provide epoxy injection prior to coating	\$	50,100

9	7	7105	Door swings against travel direction > 50 occupants	Post Occupancy limitation signage <49 occupants	\$ 100
10	7	7105	Door swings against travel direction > 50 occupants	Post Occupancy limitation signage <49 occupants	\$ 100
15	7	7105	Lack of exit device	Post Occupancy limitation signage <49 occupants	\$ 100
16	7	7105	Lack of exit device	Post Occupancy limitation signage <49 occupants	\$ 100
80	7	7230	Lack of second exit >50 occupants	Post Occupancy limitation signage <49 occupants	\$ 100
81	7	7325	Lack of Occupancy Limit signage	Post Occupancy limitation signage <49 occupants	\$ 100
82	1	1420	Lack of second exit >50 occupants	Post Occupancy limitation signage <49 occupants	\$ 100
83	1	1410	Lack of Occupancy Limit signage	Post Occupancy limitation signage <49 occupants	\$ 100
84	1	1420	Lack of Occupancy Limit signage	Post Occupancy limitation signage <49 occupants	\$ 100
85	1	1430	Lack of Occupancy Limit signage	Post Occupancy limitation signage <49 occupants	\$ 100
28	All		Lack of graphical interface for new HVAC controls	Provide and implement graphical interface for DDC system	\$ 100,000
29	All		Isolation valves corroded	Replace isolation valves	\$ 150,000

BHB ALLOCATION TOTAL					\$ 4,299,150
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TFC Contract 18-106-000  
18-106-0000

Exhibit A-2

Amendment No. 2  
Modification No. 5  
BHB Descope Credit

TFC 10 HHSC Building Assessment Phase 2

Consultant	Design Fee	Construction Admin. Fee	Expenses	
H2MG	\$351,270.00	\$87,817.00		\$439,087.00
Hollon + Cannon	\$5,200.00	\$1,300.00 (1)		\$6,500.00
Jaster Quintanilla	\$5,200.00	\$2,229.00 (1)		\$7,429.00
Jensen Hughes	\$10,386.00	\$6,705.00 (1)		\$17,091.00
Atkins North America	\$23,330.00 (2)	\$19,197.00 (1)	\$2,030.00	\$44,557.00
Totals	\$395,386.00	\$117,248.00	\$2,030.00	\$514,664.00

(1) Pro rated from lump sum

(2) Not including \$ 4014 previously billed



H2MG

**Phase II TFC Ten Buildings  
July 21, 2017 (Revised 8-3-2017)**

**COMPENSATION**

1. We propose to accomplish the tasks as outline in our proposal for a lump sum fee of **Five Hundred Ninety Seven Thousand One Hundred and Sixteen Dollars (\$597,116.00).**
2. Our Total Design fee will be **\$477,693.00.**
3. Our Total CA fee will be **\$119,423.00.**
4. We will invoice once a month during design and provide a report to detail our monthly progress.
5. During CA we will invoice once a month based on the construction schedule.

**Fee Breakdown by Package**

- |           |                              |
|-----------|------------------------------|
| <b>A.</b> | <b>Package 1 - A600 Roof</b> |
|           | Design <b>\$2,000.00</b>     |
|           | CA <b>\$500.00</b>           |
|           |                              |
| <b>B.</b> | <b>Package 2 - DHH/DHB</b>   |
|           | Design <b>\$6,000.00</b>     |
|           | CA <b>\$1,500.00</b>         |
|           |                              |
| <b>C.</b> | <b>Package 3 - DROC</b>      |
|           | Design <b>\$118,423.00</b>   |
|           | CA <b>\$29,605.69</b>        |
|           |                              |
| <b>D.</b> | <b>Package 4 - BHB</b>       |
|           | Design <b>\$351,270.00</b>   |
|           | CA <b>\$87,817.32</b>        |

END



TFC Contract 18-106-000  
**ATKINS**  
 Atkins North America, Inc.  
 4030 West Boy Scout Boulevard  
 Tampa FL 33607  
 UNITED STATES

Exhibit A-2

Purchase Order No.	1002986
Type	Standard Purchase Order
Revision No.	0
Order Date	18-OCT-2017 13:50:03
DPAS Rating	
Send Invoice To Email	TPAAP@Atkinsglobal.com
PO# MUST BE REFLECTED ON INVOICE - SEE INVOICING PROCEDURES BELOW	

Supplier: **HOLLON+CANNON LLC**  
**11407 BRISTLE OAK TRAIL**  
**AUSTIN TX 78750**  
**UNITED STATES**  
**Jon Cannon**  
**512-300-0452**  
**jcannonrrc@gmail.com**

Ship To: **ATKINS NORTH AMERICA, INC.**  
**11801 Domain Blvd**  
**Suite 450 and 500**  
**Austin, TX 78758**  
**UNITED STATES**  
**Stephen Moller**  
**Stephen.Moller@atkinsglobal.com**

Need By Date:	Supplier No.	Payment Terms	FOB	Shipping Method
	110006564	Pay When Paid		
Start Date : 10/02/2017	End Date :06/30/2019	Prime Contract No. TFC Contract #18-106-000 HHSC State Office Bldgs. Renovation Phase II - Project #100057423 -Hollon+Cannon		

Line	Project No.	Task No.	Category Description	Contract Cost Type	Quantity	UOM	Unit Price USD	Amount USD
The purpose of this purchase order is to incorporate the Subcontract Agreement between HOLLON +CANNON LLC and Atkins NA, for support on the above referenced project.								
1	100057423	1200.40S	Subconsultant.Bldg Perf-Commissioning Provide renovative Building Envelope Services for A600 (GMP Package A)	Fixed Price	1	Amount	\$12,480.00	\$12,480.00
2	100057423	1500.40S	Subconsultant.Bldg Perf-Commissioning Provide renovative Building Envelope services for DROC (GMP Pkg. D)	Fixed Price	1	Amount	\$3,120.00	\$3,120.00
3	100057423	1600.40S	Subconsultant.Bldg Perf-Commissioning Provide renovative Building Envelop services for BHB (GMP Pkg. E)	Fixed Price	1	Amount	\$5,200.00	\$5,200.00
4	100057423	1800.40S	Subconsultant.Bldg Perf-Commissioning Provide renovation Building Envelope <u>CA Services</u>	Fixed Price	1	Amount	\$5,200.00	\$5,200.00
					5200/20800 = .25 5200 x .25 = \$ 1300.00			

TFC Contract 18-106-000

Exhibit A-2

Amendment No. 2

Total : \$26,000.00

**Notes:**

1) This Order expressly limits acceptance to the terms of this order, attached, and any additional or different terms proposed by the seller are rejected unless expressly assented to in writing by the buyer/SCA. Time is of the essence with this order. If unable to ship as scheduled, advise the buyer/SCA immediately to obtain approval of any revised ship date.

**Invoicing procedures:**

2) Unless otherwise provided on the face of this Order, IT IS UNDERSTOOD AND AGREED BY THE SELLER THAT PAYMENT FROM THE BUYER IS CONDITIONED UPON receipt of a valid invoice. Such invoice must reflect the Purchase Order Number in order to be processed for payment. The invoice must break out costs by line item as reflected on the Purchase Order. This should include applicable freight/shipping costs and tax as proposed. Discount periods and terms will be computed from either date of delivery of Products ordered plus three (3) days' allowance for inspection or the date of the receipt of correct invoices prepared in accordance with the terms of this Order, whichever date is later. If required, seller shall furnish an executed waiver of liens in a form acceptable to Buyer at the time of final invoicing, and/or with each progress invoice.

**Atkins North America, Inc.****Kenya Mitchell**

Title: Sr. Subcontract Administrator



Atkins North America, Inc.  
4030 West Boy Scout Boulevard  
Tampa FL 33607  
UNITED STATES

Exhibit A-2

Purchase Order No.	Amendment No. 2 1002987
Type	Standard Purchase Order
Revision No.	0
Order Date	18-OCT-2017 13:50:03
DPAS Rating	
Send Invoice To Email	TPAAP@Atkinsglobal.com
PO# MUST BE REFLECTED ON INVOICE - SEE INVOICING PROCEDURES BELOW	

Supplier: JENSEN HUGHES, INC.  
P.O BOX 62680  
BALTIMORE MD 21264-2680  
UNITED STATES  
Mark Hayes  
972-234-1617  
mhayes@jensenhughes.com

Ship To: ATKINS NORTH AMERICA, INC.  
11801 Domain Blvd  
Suite 450 and 500  
Austin, TX 78758  
UNITED STATES  
Stephen Moller  
Stephen.Moller@atkinsglobal.com

Need By Date:	Supplier No.	Payment Terms	FOB	Shipping Method
	0706399	Pay When Paid		
Start Date : 10/02/2017	End Date : 06/30/2019	Prime Contract No. TFC Contract #18-106-000 HHSC State Office Bldgs. Renovation Phase II - Project #100057423 - Jensen Hughes		

Line	Project No.	Task No.	Category Description	Contract Cost Type	Quantity	UOM	Unit Price USD	Amount USD
The purpose of this purchase order is to incorporate the Subcontract Agreement between JENSEN HUGHES, INC. and Atkins NA, for support on the above referenced project.								
1	100057423	1300.50S	Subconsultant.MEPS-Fire Protection Provide Fire Alarm/Sprinkler Services for DHH (GMP Pkg. B)	Fixed Price	1	Amount	\$1,154.00	\$1,154.00
2	100057423	1600.50S	Subconsultant.MEPS-Fire Protection Provide Fire Alarm/Sprinkler services for <u>BHB (GMP Pkg. E)</u>	Fixed Price	1	Amount	\$10,386.00	\$10,386.00
3	100057423	1800.50S	Subconsultant.MEPS-Fire Protection Provide Fire Alarm/Sprinkler <u>CA Services</u>	Fixed Price	1	Amount	\$7,450.00	\$7,450.00
				10386/11540 = .90				
				7450 x .90 =		\$ 6705.00		
								Total : \$18,990.00

**Notes:**

1) This Order expressly limits acceptance to the terms of this order, attached, and any additional or different terms proposed by the seller are rejected unless expressly assented to in writing by the buyer/SCA. Time is of the essence with this order. If unable to ship as scheduled, advise the buyer/SCA immediately to obtain approval of any revised ship date.

***Invoicing procedures:***

2) Unless otherwise provided on the face of this Order, IT IS UNDERSTOOD AND AGREED BY THE SELLER THAT PAYMENT FROM THE BUYER IS CONDITIONED UPON receipt of a valid invoice. Such invoice must reflect the Purchase Order Number in order to be processed for payment. The invoice must break out costs by line item as reflected on the Purchase Order. This should include applicable freight/shipping costs and tax as proposed. Discount periods and terms will be computed from either date of delivery of Products ordered plus three (3) days' allowance for inspection or the date of the receipt of correct invoices prepared in accordance with the terms of this Order, whichever date is later. If required, seller shall furnish an executed waiver of liens in a form acceptable to Buyer at the time of final invoicing, and/or with each progress invoice.

**Atkins North America, Inc.**

**Kenya Mitchell**

Title: Sr. Subcontract Administrator



TFC Contract 18-106-000  
**ATKINS**  
 Atkins North America, Inc.  
 4030 West Boy Scout Boulevard  
 Tampa FL 33607  
 UNITED STATES

Exhibit A-2

Purchase Order No.	Amendment No. 2 1002988
Type	Standard Purchase Order
Revision No.	0
Order Date	18-OCT-2017 13:50:03
DPAS Rating	
Send Invoice To Email	TPAAP@Atkinsglobal.com
PO# MUST BE REFLECTED ON INVOICE - SEE INVOICING PROCEDURES BELOW	

Supplier: **JQ ENGINEERING LLP**  
 100 GLASS ST., STE 201  
 DALLAS TX 75207  
 UNITED STATES  
 Thomas Scott  
 512-582-5470  
 tscott@jqeng.com

Ship To: **ATKINS NORTH AMERICA, INC.**  
 11801 Domain Blvd  
 Suite 450 and 500  
 Austin, TX 78758  
 UNITED STATES  
 Stephen Moller  
 Stephen.Moller@atkinsglobal.com

Need By Date:	Supplier No.	Payment Terms	FOB	Shipping Method
	110006660	Pay When Paid		
Start Date : 10/02/2017	End Date :06/30/2019	Prime Contract No. TFC Contract #18-106-000 HHSC State Office Bldgs. Renovation Phase II - Project #100057423 - JQ		

Line	Project No.	Task No.	Category Description	Contract Cost Type	Quantity	UOM	Unit Price USD	Amount USD
The purpose of this purchase order is to incorporate the Subcontract Agreement between JQ ENGINEERING LLP and Atkins NA, for support on the above referenced project.								
1	100057423	1500.60S	Subconsultant.MEPS-Building Structural Engineering Provide Structural Engineering for DROC (GMP Pkg. D)	Fixed Price	1	Amount	\$6,000.00	\$6,000.00
2	100057423	1600.60S	Subconsultant.MEPS-Building Structural Engineering Provide Structural Engineering Services for BHB (GMP Pkg. E)	Fixed Price	1	Amount	\$5,200.00	\$5,200.00
3	100057423	1800.60S	Subconsultant.MEPS-Building Structural Engineering Provide Structural Engineering CA Services	Fixed Price	1	Amount	\$4,800.00	\$4,800.00
					5200/11200 = 46.42%			
					4800 x .4642 = \$ 2228.57			
								Total : \$16,000.00

**Notes:**

1) This Order expressly limits acceptance to the terms of this order, attached, and any additional or different terms proposed by the seller are rejected



TFC Contract 18-106-000 Exhibit A-2 Amendment No. 2  
unless expressly assented to in writing by the buyer/SCA. Time is of the essence with this order. If unable to ship as scheduled, advise the buyer/SCA immediately to obtain approval of any revised ship date.

***Invoicing procedures:***

2) Unless otherwise provided on the face of this Order, IT IS UNDERSTOOD AND AGREED BY THE SELLER THAT PAYMENT FROM THE BUYER IS CONDITIONED UPON receipt of a valid invoice. Such invoice must reflect the Purchase Order Number in order to be processed for payment. The invoice must break out costs by line item as reflected on the Purchase Order. This should include applicable freight/shipping costs and tax as proposed. Discount periods and terms will be computed from either date of delivery of Products ordered plus three (3) days' allowance for inspection or the date of the receipt of correct invoices prepared in accordance with the terms of this Order, whichever date is later. If required, seller shall furnish an executed waiver of liens in a form acceptable to Buyer at the time of final invoicing, and/or with each progress invoice.

**Atkins North America, Inc.**

**Kenya Mitchell**

**Title: Sr. Subcontract Administrator**



## Atkins North America

### Cost Proposal - By Task and Cost Type

Ten HHSC Office Buildings  
Texas Facilities Commission  
(Contract #)

Submittal Date: Aug-04-2017

Task#	Description	Labor	Subcontract & Consultants	Equipment	Travel	ODCs	Award/Fixed Fee	Total Price
01000	Internal Project Administration	31,558.00	-	-	-	16.20	-	31,574.20
02000	Pay Applications & Closeout	72,458.00	-	-	-	354.00	-	72,812.00
03000	A600 Production	12,916.00	14,480.00	-	-	755.58	-	28,151.58
04000	BHB Production	27,344.00	374,856.00	-	-	2,029.28	-	404,229.28
05000	DHB Production	21,148.00	2,000.00	-	-	941.28	-	24,089.28
06000	DHH Production	22,156.00	5,154.00	-	-	1,389.28	-	28,699.28
07000	DROC Production	24,656.00	127,543.00	-	-	1,581.28	-	153,780.28
08000	DBGL Production	5,040.00	61,600.00	-	-	1,052.00	-	67,692.00
09000	Construction Administration	152,544.00	152,573.00	-	-	834.72	-	305,951.72
<b>Total</b>		<b>369,820.00</b>	<b>738,206.00</b>	-	-	<b>8,953.62</b>	-	<b>1,116,979.62</b>
<b>Total Extended Price</b>								<b>1,116,979.62</b>

$$27344/217276 = .126$$

$$152544 \times .126 = \$ 19197$$